

Resolution Authorizing the Execution of an Agreement
with the Shriners Hospitals for Crippled Children
for the Sale and Conveyance of Parcel No. 8
of the West End Land Assembly and Redevelopment Plan

WHEREAS the Shriners Hospitals for Crippled Children, a Colorado charitable organization, hereinafter referred to as the "Developer", has submitted a proposal for the purchase of Parcel 8 in the West End Project area; and

WHEREAS, there has been presented to this meeting of the Authority a proposed agreement setting forth the conditions under which the parcel will be purchased and developed; and

WHEREAS, a certificate issued by the United States Treasury Department was submitted, indicating the Developer to be a tax-exempt institution under the United States Internal Revenue Code; and

WHEREAS, the Housing and Home Finance Agency has reviewed the proposed agreement and found it to be satisfactory; and

WHEREAS, the purchase price of \$1.35 per square foot is based upon previous appraisals and approved by the Housing and Home Finance Agency, and is not less than the fair value of the land for use in accordance with the West End Land Assembly and Redevelopment Plan; and

WHEREAS, the Developer has submitted a Redeveloper's Statement for Public Disclosure and a Redeveloper's Statement of Qualifications and Financial Responsibilities; and

WHEREAS, the Secretary of the Authority has been authorized to publish notice of the proposed sale as required by Section 105(e) of the Housing Act of 1949 as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON RE-DEVELOPMENT AUTHORITY:

1. That the agreement for the disposition of the Shriners Hospitals for Crippled Children is hereby approved and the Chairman, or in his absence the Vice Chairman, or the Executive Director is hereby authorized to execute an agreement with the Shriners Hospitals for Crippled Children for the sale and conveyance to the Shriners Hospital of Parcel 8 as shown on a "Plan of Land in Boston dated September 10, 1963, West End Land Assembly and Redevelopment Plan prepared by J. L. Hayden Associates, Inc."

2. That the price of \$1.35 per square foot is hereby approved and determined to be not less than the fair value of Parcel 8 for use in accordance with the West End Land Assembly and Redevelopment Plan;

3. That the Shriners Hospitals for Crippled Children possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the West End Land Assembly and Redevelopment Plan.

SALES CONTRACT FOR THE WEST END PROJECT AREA

AGREEMENT entered into as of March 30 1964, by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate, created pursuant to the General Laws of the Commonwealth of Massachusetts, Chapter 121, hereinafter referred to as the "Authority," and the SHRINERS HOSPITALS FOR CRIPPLED CHILDREN, a Colorado charitable corporation, hereinafter referred to as the "Redeveloper," having its principal place of business in Chicago, Illinois.

WHEREAS, substandard and decadent housing conditions and slums existed in an area hereinafter defined and sometimes referred to as the "West End Area," and in this Agreement sometimes referred to as "The Project Area"; and

WHEREAS, the Authority has cleared and desires to reconstruct, rehabilitate said West End Area, and to make adequate provisions for all facilities appurtenant thereto, in cooperation with the Federal Government as provided in Title I of the Housing Act of 1949, 63 Stat. 414 (1949 as amended, 42 U.S.C.A. secs. 1451-60 (1954), as amended and all Federal Laws amendatory and supplemental thereto; and

WHEREAS, the Authority, pursuant to the provisions of Chapter 121, of the General Laws of the Commonwealth of Massachusetts, has formulated a land assembly and redevelopment plan for the Project Area, entitled West End Redevelopment Plan, as defined in Section 3; and

WHEREAS, the Authority has the power to sell the land to private parties prepared to redevelop the Project Area in accordance with the aforesaid West End Redevelopment Plan; and

WHEREAS, the Authority has acquired and cleared the real property in the West End Area; and

WHEREAS, the Authority finds that the most prudent method of making the land in the project area available for redevelopment is through the negotiation of a contract with a responsible redeveloper according to the procedure outlined in sections 3-6 of Chapter 14 of the Urban Renewal Manual of the Housing and Home Finance Agency

WHEREAS, the Redeveloper has familiarized itself with the aforesaid West End Redevelopment Plan and has proved itself ready, willing and able to execute said Plan as to Parcel 8 thereof in accordance with the applicable zoning of said Plan by the erection of a hospital for the treatment of patients and for related research, teaching and parking facilities; and

WHEREAS, the Authority has determined and represented to the Redeveloper that the erection of a hospital and related facilities for the purposes aforesaid on said Parcel 8 will not violate said West End Redevelopment Plan; and

WHEREAS, the parties desire to enter into a contract respecting the acquisition of said Parcel 8 for redevelopment for institutional uses as aforesaid in accordance with said Plan; and

WHEREAS, the Redeveloper has given the Authority a deposit of \$2700.00 on account of the purchase price, receipt of which is acknowledged by the execution of this contract;

NOW, THEREFORE, each of the parties hereto, for and in consideration of the promises and agreements of the other party hereto, does COVENANT and AGREE as follows:

Definitions

Section 1: "Authority" means the Boston Redevelopment Authority, a public body politic and corporate created pursuant to Massachusetts G. L. (Ter. Ed.) Chapter 121, and such successors and assigns to its urban redevelopment functions as may be created by statutes of the Commonwealth of Massachusetts.

Section 2: "Redeveloper" means the "Shriners Hospitals for Crippled Children, a Colorado charitable corporation, undertaking execution of the Authority's West End Redevelopment Plan with reference to Parcel 8 as aforesaid.

Section 3: "West End Redevelopment Plan" means a detailed plan dated May, 1956, revised March, 1957, and May, 1957, and June, 1959, (incorporated by reference into this contract and attached hereto and made a part of this agreement) indicating among other things the boundaries of the West End Area; the relationship of the project to the community development as a whole; the proposed land uses and building requirements in the area; and the method for the relocation of persons now living in the project area.

Section 4: "West End Area" or "project area" means the substandard and decadent area in which redevelopment is planned. The precise boundaries of the project area are delineated in Page G of the attached West End Redevelopment Plan.

Section 5: "Project" means the entire redevelopment plan and project as defined in Chapter 121 of the Massachusetts General Laws.

Section 6: "Federal legislation" means Title I of the United States Housing Act of 1949, acts in amendment thereof, and any other legislation of the Congress of the United States or regulations authorized by such legislation which relates to Federal assistance for clearance of substandard and decadent areas and for redevelopment construction thereon.

Section 7: "Federal" pertains to laws, regulations, agencies and officers of the government of the United States.

General Terms of Conveyance of Property

1. (a) Subject to all the terms, covenants, and conditions of this Agreement, the Authority will convey to the Redeveloper Parcel 8 as shown on a plan entitled "West End Redevelopment Plan" upon payment in full by the Redeveloper, which payment the Redeveloper hereby agrees to make, of a purchase price in the amount of Fifty-Three Thousand Seven Hundred Sixty Three and 75/100 Dollars (\$53,763.75).

(b) The price is based on a sale at \$1.35 per square foot with an area to be conveyed of 39,825 sq. ft. exclusive of easements to the City of Boston. If it is later determined the area is greater or lesser the price will be adjusted accordingly.

(c) Said parcel 8 is bounded and described as follows:

A certain parcel of land situated in Boston, County of Suffolk Massachusetts, being shown as Parcel 8 on a "Plan of Land in Boston, dated September 10, 1963, Parcel 8 of West End Land Assembly and Redevelopment Plan, prepared by J. L. Hayden Associates, Inc." which plan is recorded herewith and to which plan reference may be had for a more particular description.

A portion of said parcel is Registered Land, described in Certificate of Title No. 64281, issued by the Suffolk Registry District of the Land Court and is shown as Parcels 2 and 3 on Land Court Plan No. 892B.

The land to be conveyed and the said Lot 8 includes (i) the area shown on said plan as "easement to City of Boston for public street area 17,570 square feet" which area is to be conveyed subject to easements to the City of Boston for highway purposes in Blossom Street and in William Cardinal

O'Connell Way, as shown on said plan, and (ii) an area shown on said plan as containing 39,825 square feet which is to be conveyed exclusive of said easements to the City of Boston.

(d) There is to be appurtenant to the land to be conveyed hereunder, a right of way in common with others lawfully entitled thereto over Blossom Street and William Cardinal O'Connell Way, on said plan as presently laid out or as later laid out by the City of Boston or the Authority, which right of way is to be for all purposes for which streets are commonly used in the City of Boston, including, among other things, rights of passage on foot or by motor vehicle of all types and descriptions and the right to use, maintain and install utility lines in said street in accordance with and subject to rules and regulations of the proper public authority in each instance.

(e) The Authority will convey title to the aforesaid property, together with all rights and interest of the Authority in, under and over the streets and alleys adjacent to the property to be conveyed, and all rights over and above the same, to the Redeveloper by quit claim deed (or deeds) (herein collectively called "the deed"). Such deed shall convey a good and clear record and marketable title free and clear of all encumbrances excepting the easements to the City of Boston, as aforesaid, and excepting it shall be subject to the conditions subsequent hereinafter provided for in Section (12) and to all other conditions, covenants and restrictions set forth or referred to elsewhere in this agreement so far as the same may be presently in force and applicable.

(f) The Redeveloper may take title in its name or its nominee; but any such nominee shall be a similar non-profit corporation affiliated with the Redeveloper and upon which the terms, covenants and obligations of this contract shall be binding; and the Redeveloper hereby guarantees the performance of all the terms, covenants and obligations of this Contract.

(g) This agreement is conditional upon the Redeveloper being able to erect and maintain on said Lot 8 a hospital for treatment of patients and related research and teaching facilities, and parking of automobiles in connection with the same. In the event the Redeveloper is unable to obtain permission from any public authority to use said Lot 8 for such purposes, all deposits made by the Redeveloper hereunder shall be returned to it, and all obligations of the parties hereto shall cease. The Authority agrees to cooperate with the Redeveloper in obtaining such permission from any public authority to use the said Lot 8 for the purposes aforesaid, and to join in any petition or other written document necessary to obtain the same. The Authority agrees to extend the time for performance of the various obligations of the Redeveloper hereunder for such period of time as may be occasioned by the Redeveloper obtaining such permission if requested to do so in writing by the Redeveloper.

(h) The Authority will deliver the Deed and possession of the Property to the Redeveloper on November 1, 1964, or on such earlier date (subsequent to May 1, 1964,) as the Redeveloper may designate by 30 days prior notice in writing to the Authority. Conveyance shall be made at the principal office of the Authority, and the Redeveloper hereby agrees to accept such conveyance and to pay the Authority at the aforesaid time and place the purchase price in full in the form of cash.

Preparation of Land for Redevelopment

2. (a) The Authority shall, prior to conveyance of the Property and without expense to the Redeveloper, prepare the Property for purposes of the redevelopment thereof by the Redeveloper. Such preparation shall consist of:

(i) The demolition and removal to grade of all existing buildings, structures, and obstructions on the Property, including the removal of any debris resulting from such demolition;

or abandonment

(ii) The removal/(by the Authority or by appropriate public bodies or public utility companies) of all paving (including curbs and gutters), sidewalks, and utility lines, installations, facilities, and related equipment,

on the Property which are to be eliminated or removed pursuant to the Redevelopment Plan;

(iii) Such filling and grading and leveling of the land (but not including top soil or landscaping) as shall be necessary to make it ready for construction of the improvements to be made thereon by the Redeveloper (it being intended that such filling, grading, and leveling conform generally to the respective surface elevations of the land prior to the demolition of the buildings and structures thereon). All expenses (including current taxes, if any) relating to buildings or structures demolished or to be demolished shall be borne by, and any income or salvage received from such buildings or structures shall belong to, the Authority.

(b) The Authority shall, without expense to the Redeveloper or public assessment against the Property, and prior to the completion of the Improvements as hereinafter defined (or at such earlier time or times as the Redeveloper shall find, and by timely notice in writing inform the Authority it is necessary to enable the Redeveloper to construct or complete the Improvements in accordance with the provisions of this Agreement), provide, provide for, or secure:

(i) The paving and improving, by the Authority itself or by the City (in accordance with the Cooperation Agreement dated September 12, 1957, between the Authority and the City) and in accordance with the usual technical specifications and standards of the City, of such streets (including the installation of gutters, curbs, and catchbasins and the removal of trees and shrubs), and the street lighting and sidewalks in such public rights-of-way, as are to be provided pursuant to the Redevelopment Plan;

(ii) The installation and relocation (by the Authority itself or by appropriate public bodies or public utility companies) of such sewers, drains, water and gas distribution lines, and electric, telephone, and telegraph installations (exclusive in each case of house or building service lines), as are to be installed or relocated pursuant to the Redevelopment Plan; and

(iii) The vacating of present streets, alleys, other public rights-of-way, and plats, and the dedication of new streets, alleys, and other public rights-of-way, in the Project Area, and the rezoning of such Area, in accordance with the Redevelopment Plan: Provided, That the Redeveloper will, upon request by the Authority, subscribe to and join with the Authority in any petitions and proceedings required for such vacations, dedications, and rezoning.

Construction of Improvements

3. (a) Plans and specifications and all work by the Redeveloper with respect to the redevelopment of the Property and the construction of improvements thereon shall be in conformity with the Redevelopment Plan and this Agreement, and all applicable State and local laws and regulations. As promptly as possible after execution of this Agreement, and, in any event, no later than July 1, 1964, and as a condition precedent to the obligation of the Authority to convey the Property to the Redeveloper, the Redeveloper shall submit to the Authority for approval by the Authority, preliminary plans (herein called "the Plans") with respect to the improvements to be constructed by the Redeveloper on the Property, in sufficient completeness and detail to show that such improvements and the construction thereof will be in accordance with the provisions of the Redevelopment Plan. The Authority shall, if such Plans conform to the provisions of the Redevelopment Plan, formally approve such Plans and no further filing by the Redeveloper or approval by the Authority thereof shall be required. Such Plans shall, in any event, be deemed approved unless formal rejection thereof by the Authority, in full or in part, setting forth in detail the reasons therefor, shall be made within 30 days after their submission to the Authority. If the Authority rejects the Plans in whole or in part as not being in conformity with the Redevelopment Plan, the Redeveloper shall submit new or corrected Plans which are in conformity with the Redevelopment Plan, within 90 days after written notification to it

of the rejection, and the provisions of this section relating to approval, rejection, and resubmission of corrected Plans hereinabove provided with respect to the original Plans shall continue to apply until the Plans have been approved by the Authority: Provided, That in any event the Redeveloper shall submit satisfactory Plans no later than October 1, 1964.

The term "Improvements," as used in this Agreement, shall be deemed to have reference to the improvements as provided and specified in the Plans as so approved.

(b) As promptly as possible after approval by the Authority of the Plans, and, in any event, no later than July 1, 1964, and as a condition precedent to the obligation of the Authority to convey the Property to the Redeveloper, the Redeveloper shall submit to the Authority for approval by the Authority, evidence satisfactory to the Authority that the Redeveloper has the equity capital and commitments for any mortgage financing necessary for the construction of the Improvements.

(c) The Redeveloper agrees for itself, and its successors and assigns to or of the Property or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and such successors and assigns, that the Redeveloper, and such successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Improvements thereon, and that such construction shall in any event be begun within 18 months from the date of the Deed and be completed within 3 years from the commencement of construction of the Improvements: Provided, That if a mortgage securing money loaned to finance the Improvements, or any part thereof, is insured by the Federal Housing Administration, then the aforesaid completion time shall not apply, but instead the construction of such Improvements or part thereof shall be completed within the time specified in the applicable Building Loan Agreement approved by the Federal Housing Administration: Provided further, That the construction of such Improvements or part thereof as are subject to the foregoing proviso shall in any event be completed within four years from the date of execution of such Building Loan Agreement. It is intended and agreed, and the Deed shall so expressly provide, that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the Authority and enforceable by the Authority against the Redeveloper and its successors and assigns to or of the Property or any part thereof or any interest therein.

(d) Subsequent to conveyance of the Property or any part thereof to the Redeveloper, and until construction of the Improvements has been completed, the Redeveloper shall make, in such detail as may reasonably be required by the Authority, a report in writing to the Authority every 6 months as to the actual progress of the Redeveloper with respect to such construction. During such period also, the work of the Redeveloper shall be subject to inspection by representatives of the Authority.

(e) Prior to delivery of possession of the Property to the Redeveloper, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this and other sections or provisions of the Agreement; and, subsequent to such delivery, the Redeveloper shall permit access to the Property to the Authority, the United States of America, and the City whenever and to the extent necessary to carry out the purposes of this and other sections or provisions of the Agreement, and the Contract for (Loan and) Capital Grant between the United States of America and the Authority, and the (Cooperation Agreement) between the Authority and the City, referred to in the recitals of this Agreement. In neither case shall there be any compensation payable or charge made in any form by or to either party for any such access.

4. (a) Promptly after completion of the Improvements in accordance with

the provisions of this Agreement, the Authority will furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Agency shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to the obligation of the Redeveloper, and its successors and assigns, to construct the Improvements and the dates for the beginning and completion thereof: Provided, That if a mortgage securing money loaned to finance the Improvements, or any part thereof, is insured by the Federal Housing Administration, then such certification and such determination shall only be withheld because of failure to carry out specific requirements of the Redevelopment Plan or complete construction insofar as it is governed by the specific requirements of the Redevelopment Plan: Provided further, That such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof.

(b) With respect to such individual parts or parcels of the Property which the Redeveloper is authorized by this Agreement to convey or lease as the Improvements to be constructed thereon are completed, the Authority will also, upon proper completion of the Improvements relating to any such part or parcel and provided the Redeveloper is not in default with respect to any of its obligations under this Agreement, certify to the Redeveloper that such Improvements have been made in accordance with the provisions of this Agreement. Such certification shall mean and provide (and the Deed shall so state): (1) that any party purchasing or leasing such individual part or parcel pursuant to the authorization herein contained shall not (because of such purchase or lease) incur any obligation with respect to the construction of the Improvements relating to such part or parcel or to any other part or parcel of the Property; and (2) that neither the Authority nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold (or in the case of lease, with respect to the leasehold interest) any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the Property as a result of a default in or breach of any provisions of this Agreement or the Deed by the Redeveloper or any successor in interest or assign, unless (i) such default or breach be by the purchaser or lessee, or any successor in interest or assign, of or to such individual part or parcel with respect to the covenants contained and referred to in section (5) of this Agreement, and (ii) the right, remedy, or control relate to such default or breach.

(c) All certifications provided for in this section shall be in such form as will enable them to be recorded with the Suffolk Registry of Deeds. If the Authority shall refuse or fail to provide any certification in accordance with the provisions of this section, the Authority shall, within 90 days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in accordance with the provisions of this Agreement or is otherwise in default and what measures or acts it will be necessary, in the opinion of the Authority, for the Redeveloper to take or perform in order to obtain such certification.

Land Uses

5. (a) The Redeveloper agrees for itself, and its successors and assigns to or of the Property or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and such successors and assigns, that the Redeveloper, and such successors and assigns, shall:

(i) Devote the Property and improvements thereon only to use as a hospital and related research, teaching and parking facilities;

(ii) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon or any part thereof;

(iii) Not effect or execute any agreement, lease, conveyance, or other instrument whereby the Property or any part thereof is restricted upon the basis of race, religion, color, or national origin in the sale, lease, or occupancy thereof; and

(iv) Comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color, or national origin in the sale, lease, or occupancy of the Property.

(b) It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in this section (5) shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority, its successors and assigns, the City, (and) any successor in interest to the Redeveloper of the Property or any part thereof, (and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Redevelopment Plan,) against the Redeveloper, its successors and assigns to or of the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant in clause (a) (i) shall remain in effect until 2007 (at which time such agreement and covenant shall terminate), and those provided in clauses (a) (ii), (iii), and (iv) shall remain in effect until ninety-nine years from date of the deed: Provided, That such agreements and covenants shall be binding on the Redeveloper itself, each successor in interest or assign, and each party in possession or occupancy, respectively, only for such period as it shall have title to or an interest in or possession or occupancy of the Property or part thereof.

(c) In amplification, and not in restriction, of the provisions of the preceding subsection, it is intended and agreed that the Authority shall be deemed a beneficiary of the agreements and covenants provided in subsection (a) of this section both for and in its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the Authority, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Authority has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Authority shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

Anti-Speculation and Assignment Provisions

6. (a) The Redeveloper represents and agrees that its purchase of the Property, and its other undertakings pursuant to this Agreement, are, and will be used, for the purpose of redevelopment of the Property and not for speculation in land holding. It is understood by both Parties that the Redeveloper is a non-profit, non-stock, charitable corporation, but for the purposes of this contract in so far as applicable, the Redeveloper recognizes that, in view of:

- (1) The importance of the redevelopment of the Property to the general welfare of the community;
- (2) The substantial subsidy and other public aids that have been made available by law and by the Federal and local Governments for the purpose of making such redevelopment possible; and

- (3) the fact that a transfer of the stock in the Redeveloper or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such stock or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, is for practical purposes a transfer or disposition of the property then owned by the Redeveloper,

the qualifications and identity of the Redeveloper, and its stockholders, are of particular concern to the community and the Authority. The Redeveloper further recognizes that it is because of such qualifications and identity, that the Authority is entering into this Agreement with the Redeveloper, and, in so doing, is further willing to accept and rely on the obligation of the Redeveloper for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition any surety bond or similar undertaking.

(b) Again, for the purpose of this contract and in so far as applicable, for the foregoing reasons, the Redeveloper represents and agrees for itself, its stockholders, and any successor in interest of itself and its stockholders:

(i) That prior to completion of the Improvements as certified by the Authority there shall be no transfer by any party owning 10 percent or more of the stock in the Redeveloper (which term shall be deemed for the purposes of this and related provisions to include successors in interest) of such stock or any part thereof or interest therein, nor shall any such owner suffer any such transfer to be made, without the approval of the Authority nor shall there, without such approval, be or be suffered to be by the Redeveloper or by any owner of stock therein, any other similarly significant change in the ownership of such stock or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, by any other method or means, whether by increased capitalization, merger with another corporation, corporate or other amendments, issuance of additional or new stock or classification of stock, or otherwise. With respect to this provision, the Redeveloper and the parties signing this Agreement on behalf of the Redeveloper represent that they have the authority of all of its existing stockholders to agree to this provision on their behalf and to bind them with respect thereto;

(ii) That except only:

(A) by way of security for, and only for, the purpose of obtaining financing necessary to enable the Redeveloper or successor in interest to perform its obligation with respect to making the Improvements under this Agreement and for any other purpose specified in subsection (a) of section 7, and

(B) as to any individual parts or parcels of the Property on which the Improvements to be constructed thereon have been completed, and which, by the terms of this Agreement, the Redeveloper is authorized to convey or lease as such Improvements are completed, the Redeveloper (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Improvements as certified by the Agency, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Authority. The Authority shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the Agency, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper (or, in the event the transfer is or relates to part of the Property, such obligations to the extent that they relate to such part);

(2) Any proposed transferee, by instrument in writing, shall, for itself

and its successors and assigns, and expressly for the benefit of the Authority, have expressly assumed all of the obligations of the Redeveloper under this Agreement and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, That the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Authority) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the Authority of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in, the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary shall operate, legally or practically, to deprive or limit the Authority of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the Authority would have had, had there been no such transfer or change;

- (3) There has been submitted to the Authority for review, and the Authority has approved, all instruments and other legal documents involved in effecting transfer;
- (4) The consideration payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the Redeveloper of the Property (or allocable to the part thereof or interest therein transferred) and the Improvements, if any, theretofore made thereon by it; it being the intent of this provision to preclude assignment of this Agreement or transfer of the Property (or any parts thereof other than those referred to in clause (ii) (B) of this subsection (b) for profit prior to the completion of the Improvements and to provide that in the event any such assignment or transfer is made (and is not canceled), the Authority shall be entitled to increase the purchase price to the Redeveloper of the Property provided in section 1 of this Agreement by the amount that the consideration payable for the assignment or transfer is in excess of the amount authorized in this paragraph, and such consideration shall, to the extent it is in excess of the amount so authorized, belong and be paid to the Authority.
- (5) The Redeveloper and its transferee shall comply with such other conditions as the Authority may find desirable in order to achieve and safeguard the purposes of Chapter 121 of the Massachusetts General Laws and the Redevelopment Plan:

Provided, That in the absence of specific written agreement by the Authority to the contrary, no such transfer or approval by the Authority thereof shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto.

(c) In order to assist in the effectuation of the purposes of this section and the statutory objectives generally, the Redeveloper agrees that during the period between execution of this Agreement and completion of the Improvements as certified by the Authority:

- (i) the Redeveloper will promptly notify the Authority of any and all changes whatsoever in the ownership of stock, legal or beneficial,

or of any other act or transaction involving or resulting in any change in the ownership of such stock or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information; and

(ii) the Redeveloper shall, at such time or times as the Authority may request, furnish the Authority with a complete statement subscribed and sworn to by the (Secretary) of the Redeveloper, and the extent of their respective holdings, and in the event any other parties have a beneficial interest in such stock their names and the extent of such interest, all as determined or indicated by the records of the Redeveloper, by specific inquiry made by the (Secretary) of all parties who on the basis of such records own 10 percent or more of the stock in the Redeveloper, and by such other knowledge or information as the (Secretary) shall have. Such lists, data, and information shall in any event be furnished the Authority immediately prior to the delivery of the Deed to the Redeveloper and as a condition precedent thereto, and annually thereafter on the anniversary of the date of the Deed.

(d) For the purpose of this agreement the Redeveloper, since it is a charitable corporation, will be deemed to have complied with paragraphs (c), (i) and (ii), if it submits to the Authority the names of the persons on its Board of Trustees, Board of Directors, or other governing boards which control the Developer and notifies the Authority annually of any change in the names of the persons serving on such Boards.

Mortgage Financing; Rights of Mortgagees

7. (a) Prior to the completion of the Improvements as certified by the Authority neither the Redeveloper nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or to attach to the Property, except for the purposes of obtaining (1) funds to the extent necessary for making the Improvements and (2) additional funds in an amount not to exceed the purchase price of the Property paid by the Redeveloper to the Authority. It is further agreed that the Redeveloper (or successor in interest) shall notify the Authority in advance of any mortgage financing it proposes to enter into with respect to the Property and in any event that it shall promptly notify the Authority of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Redeveloper or otherwise. For the purposes of such mortgage financing as may be made pursuant to this Agreement, the Property may, at the option of the Redeveloper (or successor in interest), be divided into several parts or parcels, provided that such subdivision, in the opinion of the Authority, is not inconsistent with the purposes of the Redevelopment Plan and this Agreement.

(b) Notwithstanding any of the provisions of this Agreement, including but not limited to those representing covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings or action in lieu thereof, but not including (1) any other party who thereafter obtains title to the Property or such part from or through such holder or (2) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall in no wise be obligated by the provisions of this Agreement to construct or complete the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder: Provided, That nothing in this section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or authorized in the Redevelopment Plan, as hereafter amended or extended from time to time, and in this Agreement.

8. (a) Whenever the Authority shall deliver or make any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper

in its obligations or covenants under this Agreement, the Authority shall at the same time deliver to each holder of record of any mortgage authorized by this Agreement a copy of such notice or demand, and each such holder shall (insofar as the rights of the Authority are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage: Provided, That if the breach or default is with respect to construction of the Improvements nothing contained in this section or any other section or provision of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect Improvements or construction already made) without first having expressly assumed the obligation to the Authority, by written agreement satisfactory to the Authority, to complete, in the manner provided in this Agreement, the Improvements on the Property or the part thereof to which the lien or title of such holder relates, and submitted evidence satisfactory to the Authority that it has the qualifications and financial responsibility necessary to perform such obligation. Any such holder who shall properly complete the Improvements relating to the Property or applicable part thereof shall be entitled, upon written request made to the Authority, to a certification or certifications by the Authority to such effect in the manner provided in section (4) of this Agreement, and any such certification shall, if so requested by such holder, mean and provide that any remedies or rights with respect to recapture of or reversion or revesting of title to the Property that the Agency shall have or be entitled to because of failure of the Redeveloper or any successor in interest to cure or remedy any default with respect to the construction of the Improvements on other parts or parcels of the Property, or because of any other default in or breach of this Agreement by the Redeveloper or successor in interest, shall not apply to the part or parcel of the Property to which such certification relates.

(b) In any case where, subsequent to default or breach by the Redeveloper (or successor in interest) under this Agreement, the holder of any mortgage on the Property or part thereof:

(i) has, but does not exercise, or would otherwise have but cannot (because of inability or failure to submit evidence satisfactory to the Authority that it has the necessary qualifications and financial responsibility, or otherwise) exercise, the option to construct or complete the Improvements relating to the Property or part thereof covered by its mortgage or to which it has obtained title, and such inability or failure continues for a period of 60 days after the holder has been notified or informed of the default or breach; or

(ii) undertakes construction or completion of the Improvements but does not complete such construction within such period as agreed upon by the Authority and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion with respect to the Redeveloper in the progress schedule in the Plans as approved by the Authority), and such default shall not have been cured within 60 days after written demand by the Authority so to do, the Authority shall (and every mortgage instrument made prior to completion of the Improvements with respect to the Property by the Redeveloper or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of such debt and of the mortgage, or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the Authority shall be entitled, at its option, to a conveyance to it of the Property or part thereof upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expenses, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (iv) the costs of any Improvements made by such holder; and (v) an amount

equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

(c) In the event of a default or breach prior to the completion of the Improvements by the Redeveloper or any successor in interest in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the Authority may at its option cure such default or breach, in which case the Authority shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Redeveloper or successor in interest of all costs and expenses incurred by the Authority in curing such default or breach and to a lien upon the Property (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement: Provided, That any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by this Agreement and executed for the sole purpose of obtaining funds to construct the Improvements and for any other purpose specified in subsection (a) of section 7.

(d) For the purposes of this and other sections of the Agreement, the term "holder" in reference to a mortgage shall be deemed to include any insurer or guarantor of any obligation or condition secured by such mortgage, including but not limited to the Federal Housing Commissioner, the Administrator of Veterans Affairs, and any successor in office of either such official.

Remedies

9. In the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party thereto or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within 60 days after receipt of such notice. In case such action is not taken, or diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations, and in the case of the Authority, the right to apply the Deposit to and in payment of the damages suffered by it, or by the City (in the form of loss of tax revenues from the Property (or the anticipated improvements thereon), or otherwise), as a result of the default or breach.

10. In the event that:

(1) The Authority does not tender conveyance of the Property, or possession thereof, in the manner and condition, and by the date, provided in this Agreement, and any such failure shall not be cured within 30 days after written demand by the Redeveloper, and

(2) the Redeveloper shall, after preparation of Plans satisfactory to the Authority, furnish satisfactory evidence that it has been unable, after and despite diligent effort for a period of at least 30 days after approval by the Authority of the Plans, to obtain mortgage financing for the construction of the Improvements on a basis and on terms that would generally be considered satisfactory by builders or contractors for improvements of the nature and type provided in such Plans, and the Redeveloper shall, after having submitted such evidence and if so requested by the Authority, continue to make diligent efforts to obtain such financing for a period of 60 days after such request, but without success, then this Agreement shall, at the option of the Redeveloper, be canceled, and the Redeveloper shall be entitled to a return of the Deposit, and neither the Authority nor the Redeveloper shall have any further rights against or liability to the other under this Agreement.

11. In the event that:

(1) Prior to conveyance of the Property to the Redeveloper and in violation of this Agreement:

(i) the Redeveloper (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein or in the Property, or

(ii) there is any change in the ownership or distribution of the stock of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof; or

(2) The Redeveloper does not submit Plans, or (except as excused under paragraph (2) of section (10)) evidence that it has the necessary equity capital and mortgage financing, in satisfactory form and in the manner and by the dates respectively provided in this Agreement therefor, or the Redeveloper does not pay the purchase price for, and take title to, the Property upon proper proffer of conveyance by the Authority pursuant to this Agreement, and any such default or failure shall not be cured within 30 days after written demand by the Authority, then this Agreement, and any rights of the Redeveloper, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the Authority or the Property, shall, at the option of the Authority, be terminated by the Authority, in which event the Deposit shall be retained by the Authority as liquidated damages and as its property without any deduction, offset, or recoupment whatsoever, and neither the Redeveloper (or assignee or transferee) nor the Authority shall have any further rights against or liability to the other under this Agreement.

12. (a) In the event that subsequent to conveyance of the Property or any part thereof to the Redeveloper and prior to completion of the Improvements as certified by the Authority:

(i) the Redeveloper (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default or violation, abandonment, or suspension shall not be cured, ended, or remedied within 3 months (6 months, if the default is with respect to the date for completion of the Improvements) after written demand by the Authority so to do; or

(ii) the Redeveloper (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged, or provision satisfactory to the Authority made for such payment, removal, or discharge, within 60 days after written demand by the Authority so to do; or

(iii) there is, in violation of this Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the stock of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within 60 days after written demand by the Authority to the Redeveloper;

then the Agency shall have the right to re-enter and take possession of the Property and to terminate (and revert in the Authority) the estate conveyed by the Deed to the Redeveloper, it being the intent of this, together with other, provisions of this Agreement that the conveyance of the Property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Redeveloper specified in clauses (i), (ii), and (iii) of this subsection (a), failure on the part of the Redeveloper to remedy, end, or abrogate such default, failure, violation,

or other action or inaction, within the period and in the manner stated in said clauses, the Authority at its option may declare a termination in favor of the Authority of the title and of all the rights and interest, in the Property conveyed by the Deed to the Redeveloper and that such title, and all rights and interest of the Redeveloper, and any assigns or successors in interest, in the Property, shall revert to the Authority: Provided, That, such condition subsequent and any reversioning of title as a result thereof in the Authority:

(1) Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage authorized by this Agreement and executed for the sole purpose of obtaining funds to construct the Improvements and for any other purpose specified in subsection (a) of section 7, and (ii) any rights or interest provided in this Agreement for the protection of the holders of such mortgages; and

(2) Shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed thereon have been completed and which have, pursuant to authorization contained in this Agreement, been sold or leased to other parties. The Authority shall further have the right to retain in addition the Deposit as its property without any deduction, offset, or recoupment whatsoever.

(b) The Authority shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this section, including also the right to execute and record or file with the Suffolk Registry of Deeds a written declaration of the termination of all rights and title of the Redeveloper, and (except for such individual parts or parcels sold, and subject to such mortgage liens and leasehold interests, as hereinbefore in subsection (a) provided) its successors in interest and assigns, in the Property, and the reversioning of title thereto in the Authority: Provided, That any delay by the Authority in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this section (12) shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Authority should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches, or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the Authority with respect to any specific default by the Redeveloper under this section be considered or treated as a waiver of the rights of the Authority with respect to any other defaults by the Redeveloper under this section or with respect to the particular default except to the extent specifically waived.

(c) In the event that title to the Property or part thereof shall revert in the Authority in accordance with the provisions of this section (12), the Authority shall, pursuant to its responsibilities under Chapter 121 of the Massachusetts General Laws, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as hereinbefore in subsection (a) set forth and provided) as soon and in such manner as the Authority shall find feasible and consistent with the objectives of such Law, and of the Redevelopment Plan as hereafter amended from time to time, to a qualified and responsible party or parties (as determined by the Authority) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the Authority and in accordance with the uses specified in the applicable section of the Redevelopment Plan as hereafter amended from time to time, and of this contract. Upon such resale of the Property, the proceeds thereof shall be applied:

First, to reimburse the Authority, on its own behalf or on behalf of the (City), for all costs and expenses incurred by the Authority, including but not limited to salaries of personnel, in connection with the recapture, management and resale of the Property or part thereof (but less any income derived by the Authority from the Property

or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the Authority, an amount equal to such taxes, assessments, or charges (as determined by the appropriate assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the Authority or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Redeveloper, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the Authority by the Redeveloper and its successor or transferee; and

Second, to reimburse the Redeveloper, its successor or transferee up to the amount equal to (1) the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in making any of the Improvements on the Property or part thereof, less (2) any gains or income withdrawn or made by it from this Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the Authority as its property.

13. For the purposes of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay: Provided, That the party seeking the benefit of the provisions of this section shall, within 60 days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

14. (a) The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party or any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

(b) The Redeveloper, for itself and its successors and assigns, and all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation

or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise, or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

Miscellaneous Provisions

15. No member, official, or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Authority shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of this Agreement.

16. The Redeveloper, for itself, and its successors and assigns, agrees that in the construction of the Improvements in accordance with the provisions of this Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority, advising the said labor union or workers' representative of the Redeveloper's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Redeveloper will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The Redeveloper will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this section, or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further agreements in accordance with procedures authorized in Executive

Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Redeveloper will include the provisions of paragraphs (a) through (g) of this section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Redeveloper becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or vendor as a result of such direction by the Authority, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the term "Redeveloper" and the term "Authority" may be changed to reflect appropriately the name or designation of the parties to such contract, subcontract, or purchase order.

17. A notice or communication under this Agreement by either party to the other shall be sufficiently given or delivered if dispatched by registered mail, postage prepaid, return receipt requested, and

(i) in the case of a notice or communication to the Redeveloper, is addressed as follows: George M. Saunders, 323 N. Michigan Avenue, Chicago, Illinois, and

(ii) in the case of a notice or communication to the Authority, is addressed as follows: Boston Redevelopment Authority, 73 Tremont Street, Boston, Mass.;

or is addressed in such other way in respect to either party as that party may, from time to time, designate in writing dispatched as provided in this section.

18. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Authority to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

19. Any titles of the several parts and sections of (, and any table of contents of or index to,) this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

20. This Agreement is executed in 5 counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

21. Changes by mutual consent. This Agreement cannot be changed or amended without the written consent of the parties of this Agreement and the holder of any mortgage, if any, upon Parcel 8 or any portion thereof affected thereby, and the insurer of the indebtedness secured by any such mortgage. This Agreement shall not be assigned by the Redeveloper without the prior written consent of the Authority, provided that no waiver of

extension of time under this Agreement shall be valid without the prior written concurrence of the Housing and Home Finance Agency.

IN WITNESS WHEREOF, the Authority has caused this Agreement to be duly executed in its behalf and its seal to be hereunto affixed and attested; and the Redeveloper has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

(SEAL)

Boston Redevelopment Authority

By

chm.

(Title)

ATTEST:

Kaus Simonian

Secretary

(Title)

(SEAL)

Shriners Hospitals For Crippled Children

By

Harold Lloyd

(Title)

ATTEST:

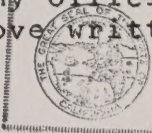
Joseph M. Saunders

Secretary (Title)

STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

On this 30th day of MARCH, 1964, before me appeared Harold Lloyd, to me personally known, who being duly sworn, did say that he, the said Harold Lloyd is the President of Shriners Hospitals for Crippled Children, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and Harold Lloyd acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


 LaRue Castleberry
Notary Public for California

My Commission Expires My Commission Expires October 22, 1967

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 3rd day of April, 1964, before me appeared George M. Saunders, to me personally known, who being duly sworn, did say that he, the said George M. Saunders, is the Secretary of Shriners Hospitals for Crippled Children, the within named corporation, and the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and George M. Saunders acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

 Verna N. Seyfarth
Notary Public for Illinois

My Commission Expires: April 2, 1966

